

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2023-10001  
CITY OF TOMBALL  
WATER AND WASTEWATER MASTER PLAN AND  
IMPACT FEE UPDATE**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and **FREESE & NICHOLS, INC** ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to complete an update to the Water and Wastewater Master Plan and a study and update to the Impact Fees for Water and Wastewater (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and

under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

### **SECTION IV. TIME FOR PERFORMANCE**

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

### **SECTION V. COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

### **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code**

**Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

## **SECTION VII. ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$365,000.00**, including reimbursable expenses as identified in Exhibit "A".

## **SECTION VIII. INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

## **SECTION IX. TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

## **SECTION X. ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.  
Attn: Richard Weatherly  
11200 Broadway Street, Suite 2320  
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

#### **SECTION XI. LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

#### **SECTION XII. SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

#### **SECTION XIII. DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

#### **SECTION XIV.**

## **MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

### **SECTION XV. ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

### **SECTION XVI. CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

### **SECTION XVII. PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

### **XVIII. MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits

or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.


E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Freese & Nichols, inc.:**



Name: Richard Weatherly

Title: Vice President/ Project Manager

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

# EXHIBIT A

ATTACHMENT A

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

### PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will conduct a Water and Wastewater Master Plan and Impact Fee Update – Phase 2 (Project) for the City of Tomball (City).

The City previously updated their Wastewater Master Plan in 2017 and Water Master Plan in 2018. City's Water and Wastewater Impact Fees were updated in 2019. During the City's previous master plan projects, the City's water distribution system model in InfoWater and wastewater collection system model in InfoSewer hydraulic modeling software were created. In 2021, the City retained FNI to conduct Phase 1 of the Impact Fee Update study which included update and calibration of the City's existing water distribution system hydraulic model. The current Project will update the City's existing water and wastewater master plans, wastewater hydraulic model, and develop capital improvement plans (CIP) for 5-year, 10-year, and 25-year planning periods.

This Scope of Work for this Project will also address the requirements, as per Chapter 395 of the Texas Local Government Code, for the update of water and wastewater impact fees in the City of Tomball, Texas. Key study elements include the preparation of land use assumptions, the development of impact fee eligible capital improvement plans and associated CIP costs, the calculation of the maximum allowable impact fee per service unit and, the update of the service unit equivalency table.

A public process facilitated through a Capital Improvement Plan Advisory Committee (CIPAC) will assist to guide the preparation of the land use assumptions, capital improvement plans as well as provide recommendations to the City Council of impact fee collection rates. A public hearing process will conclude the study and update of impact fees in Tomball.

This Project will produce two reports:

1. A combined Water and Wastewater Master Plan Update report, and
2. An Impact Fee Update Report

The project tasks are broken down in **Table 1**:

**Table 1: Water and Wastewater Master Plan and Impact Fee Update – Phase 2 Tasks**

Task	Task Description
Basic Services	
A	Project Management, Kickoff Meeting and Data Collection
B	Population, Water Demand, and Wastewater Flow Projections
C	Wastewater Flow Monitoring
D	Water System Analysis
E	Wastewater Model Update, Calibration, and System Analyses
F	CIP and Master Plan Report
G	Develop Land Use Assumptions and Impact Fee CIP
H	Impact Fee Analysis, CIAC Presentation, and Public Hearing

**BASIC SERVICES:** Freese and Nichols, Inc. (FNI) may render the following professional services to the City of Tomball (OWNER) in connection with the project, described as: Water and Wastewater Master Plan and Impact Fee Update – Phase 2.

#### **TASK A: KICKOFF MEETING AND DATA COLLECTION**

##### **A1. Project Kickoff Meeting**

FNI will conduct a project kickoff meeting with the City to review project scope and schedule of the project and critical milestones. FNI will provide the City with a data request memorandum identifying data needs.

##### **A2. Project Management and Communication**

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which require input from or discussion with the City.

##### **A3. Data Collection and Review**

FNI will coordinate with City staff on obtaining data required for the water and wastewater master plan and impact fee update, including information on water and wastewater projects currently under design and construction, existing and future land use, population and development information, water and wastewater facility information and operational data, historical water production and wastewater effluent data, information on water meters and billing, cost data for recently constructed projects, etc.

#### **TASK B: POPULATION, WATER DEMAND, AND WASTEWATER FLOW PROJECTIONS**

##### **B1. Update Land Use Assumptions and Population Projections**

FNI will coordinate with the City to update the water and wastewater master plan service areas. Population and land use assumptions will be updated for the water and wastewater service areas for the 5-year, 10-year, and 25-year planning periods utilizing the City's available land use and planning data. FNI will coordinate with the City and developers as needed for the latest projections.

##### **B2. Develop Water Demand and Wastewater Flow Projections**

FNI will analyze historical water demands, wastewater flows, and field collected flow monitoring data and develop per-capita residential and non-residential planning criteria for future water demands and wastewater flows projections. Projected water demands and wastewater flows will be developed for existing, 5-year, 10-year, and 25-year planning periods for both water and wastewater service areas.

- Water demand projections will include average day, maximum day, and peak hour demands
- Wastewater flow projections will include annual average day and peak wet weather flows.

##### **B3. Progress Meeting No. 1: Review Land Use Assumptions and Water Demand and Wastewater Flow Projections**

FNI will meet with the City to review land use assumptions and projected population, water demands, and wastewater flows. FNI will address comments from City staff and make revisions as necessary.



## **TASK C: WASTEWATER FLOW MONITORING AND I/I ANALYSIS**

### **C1. Flow Monitor Locations and Sewer Basin Delineation**

FNI will select preliminary flow monitor sites, produce mapping, and review with City staff. FNI will conduct field inspections of the selected flow monitor locations to confirm suitability for flow monitoring. Items to be investigated include accessibility, hydraulic conditions, and debris depth. FNI will notify City staff of any sites that require cleaning prior to flow monitoring. FNI will update the flow monitor basins as needed to reflect infrastructure installed since 2017.

### **C2. Conduct Wastewater Flow Monitoring**

FNI team will install and calibrate ten (10) temporary velocity/depth type flow meters and two (2) rainfall gauges at the agreed upon locations. Temporary flow meters shall remain in place for a minimum of forty-five (45) days.

### **C3. Evaluate Wastewater Data and Characterize Inflow and Infiltration (I/I)**

FNI will evaluate the wastewater system field testing data and prepare flow and depth hydrographs for each monitoring location. The flow data will be summarized showing average dry weather flow and peak wet weather flows at each flow monitor site. Rainfall events will also be summarized for total depth and duration. Inflow and infiltration (I/I) will be calculated throughout the system, and figures will be prepared showing the I/I by flow monitor basin.

### **C4. Progress Meeting No. 2: Review Wastewater Flow Monitoring Data and I/I Analyses**

FNI will meet with City staff to discuss the flow monitoring and field testing results, including the results of the I/I analyses.

## **TASK D: WATER SYSTEM ANALYSES**

### **D1. Update Demand Allocation**

FNI will utilize meter billing, water production, and pumping data provided by the City to update the existing water demand allocation throughout the water service area. FNI will spatially locate water meter locations for active accounts in GIS so the demands can be allocated to the appropriate model nodes.

### **D2. Conduct Existing and Future Water System Modeling and Analyses**

FNI will conduct existing and future water system analyses for the existing, 5-year, 10-year, and 25-year planning periods utilizing the established criteria. FNI will conduct hydraulic modeling analyses with the objectives of identifying areas of constant concern, such as chronically low pressure, high pressure, residence time, high velocity, or flow reversals and identifying pumping system and transmission system capacity and capability to deliver peak flows.

### **D3. Evaluate TCEQ Capacity Requirements Compliance**

FNI will evaluate the system for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze well production capacity, pumping capacity, elevated storage capacity, and total storage capacity to determine if any deficiencies exist.

#### **D4. Progress Meeting No. 3: Review Water Existing and Future System Analyses**

FNI will meet with City staff to discuss the existing and future water system analyses results.

#### **TASK E: WASTEWATER SYSTEM ANALYSES**

##### **E1. Update Wastewater Collection System Hydraulic Model**

The City's existing wastewater collection system model is in the Innovyze InfoSewer modeling software. FNI will utilize available data from the City's most recent GIS, as-built drawings, construction plans, and operations data to update the model.

##### **E2. Update Wastewater Flow Allocation**

FNI will utilize monthly water meter billing and treatment plant wastewater effluent data provided by the City to update the existing wastewater flow allocation throughout the service area. FNI will spatially locate water meter locations for active accounts in GIS so the flows can be allocated to the appropriate model nodes.

##### **E3. Perform Dry and Wet Weather Wastewater Model Calibration**

FNI will perform dry and wet weather wastewater model validation by comparing the model output with observed flow monitoring and other available operational data. Comparison graphs and mapping will be provided to document model validation results.

##### **E4. Conduct Existing and Future Wastewater System Modeling and Analyses**

FNI will conduct existing and future system analyses of the wastewater system utilizing the calibrated wastewater model and the wastewater flow projections developed during this project. The analyses will inform the sizing the phasing of capital improvements to provide conveyance and treatment capacity in the wastewater system.

##### **E5. Progress Meeting No. 4: Review Wastewater Model Update, Calibration, and System Analyses**

FNI will meet with the City to discuss the wastewater model update and calibration. Existing and future system analyses will also be discussed.

#### **TASK F: WATER AND WASTEWATER CAPITAL IMPROVEMENT PLANS (CIPs)**

##### **F1. Develop Water Distribution System Improvement Capital Improvements Plan**

FNI will utilize the results of the existing and future model scenario analyses to identify improvements in the water distribution system network, elevated and ground storage, and pumping facilities to serve existing and future needs. Additionally, FNI will utilize model results to develop improvement recommendations to serve areas that are currently not developed. FNI will develop water CIPs consisting of project descriptions, prioritization, justification, phasing, and planning level costs for each proposed project in current dollars including engineering and contingencies. FNI will produce mapping showing recommended improvements for the 5-year, 10-year, and 25-year planning periods as well as improvements needed to correct existing system deficiencies.

**F2. Develop Water Distribution System Improvement Capital Improvements Plan**

FNI will utilize the results of the existing and future model scenario analyses to identify improvements to eliminate excessive surcharging and overflows in the collection system resulting from existing inflow and infiltration and increased wastewater flow from projected future development. Additionally, FNI will utilize model results to develop improvements to serve areas that are currently not developed. FNI will develop wastewater CIPs consisting of project descriptions, prioritization, justification, phasing, and planning level costs for each proposed project in current dollars including engineering and contingencies. FNI will produce mapping showing recommended improvements for the 5-year, 10-year, and buildout planning periods as well as improvements needed to correct existing system deficiencies.

**F3. Progress Meeting No. 5: Review Water and Wastewater System Capital Improvement Plans**

FNI will meet with City staff to discuss the proposed 5-year, 10-year, and 25-year water and wastewater capital improvement plans. FNI will revise the CIP according to comments and recommendations from City staff.

**F4. Prepare Draft Water and Wastewater Master Plan Update Report**

FNI will prepare a Draft Water and Wastewater Master Plan Update Report documenting the water and wastewater hydraulic model update and calibration, analyses, results, and recommendations. The Draft Master Plan Report will include descriptions of population and demand/flow projections, hydraulic modeling analyses, system evaluation, and CIP development. An electronic PDF version of the report will be submitted to the City for review.

**F5. Progress Meeting No. 6: Review Draft Water and Wastewater Master Plan Update Report**

FNI will meet with the City to review City staff's comments on the Draft Water and Wastewater Master Plan Report.

**F6. City Council Presentation**

FNI will prepare a presentation on the results of the master plan and present to City Council.

**F7. Finalize Water and Wastewater Master Plan Update Report**

FNI will incorporate City comments and submit an electronic PDF Copy of the final report to the City.

**TASK G: WATER SYSTEM ANALYSES**

**G1. Impact Fee 101 Presentation to Capital Improvement Plan Advisory Committee (CIPAC)**

FNI will conduct a presentation on Impact Fee 101 to the City's Capital Improvement Plan Advisory Committee (CIPAC).

**G2. Develop Impact Fee Land Use Assumptions**

FNI will work with the City to identify the water and wastewater impact fee service areas. FNI will develop 10-year land use assumptions as required in Chapter 395 of the Texas Local Government Code. The population and land use assumptions updated in *Task B1* will be utilized.

### **G3. Develop Service Unit Projections**

FNI will utilize the future population projections and the projected land use to calculate the 10-year growth in service units. FNI will utilize equivalency factors for different residential, commercial, and multi-family meter sizes as compared to a single-family connection.

### **G4. Identify Proposed Water and Wastewater Improvements Eligible for Impact Fees**

FNI will identify which of the proposed water and wastewater CIP projects are eligible for impact fees. These are the projects that will serve the projected 10-year growth. FNI will also review recently completed water and wastewater improvements and determine which projects are eligible for future cost recovery from growth.

### **G5. Progress Meeting No. 7: Review Impact Fee Land Use, Service Units, and Capital Improvements**

FNI will meet with City staff to review the projected land use and service units, and the proposed water and wastewater system improvements identified to be included in the impact fee analysis.

## **TASK H: WATER AND WASTEWATER CAPITAL IMPROVEMENT PLANS (CIPs)**

### **H1. Conduct Water and Wastewater Impact Fee Capacity Analysis for Existing Recently Completed Capital Improvements Projects for 10-Year Projected Growth**

FNI will utilize water and wastewater models to analyze the existing recently completed projects for remaining capacity for impact fee cost recovery for 10-year projected growth.

### **H2. Conduct Water and Wastewater Impact Fee Capacity Analysis for New Capital Improvement Projects**

FNI will utilize water and wastewater models to analyze the identified water and wastewater CIP improvements for eligible capacity for impact fee cost recovery for 10-year projected growth and associated financing costs.

### **H3. Calculate Water and Wastewater Capital Project Costs Eligible for Impact Fee Cost Recovery**

FNI will calculate the portion of the water and wastewater capital project's costs eligible for impact fee cost recovery based on the portion of the project's capacity required to serve growth in the 10-year planning period.

### **H4. Calculate Maximum Allowable Impact Fees**

FNI will develop maximum allowable water and wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code using the 50% credit method based on the existing and proposed capital improvement plan costs to support 10-year growth conditions.

### **H5. Conduct Survey of Benchmark Cities for Current Water and Wastewater Impact Fees**

FNI will conduct a survey of benchmarked cities and obtain their latest water and wastewater impact fees and compare with proposed Tomball Impact Fee recommendations.

### **H6. Progress Meeting No. 8: Review Impact Fee Calculations**

FNI will meet with City staff to review the water and wastewater impact fee calculations.

#### **H7. Develop Draft Water and Wastewater Impact Fee Update Report**

FNI will prepare a Draft Water and Wastewater CIP Update and Impact Fee Update Report showing land use assumptions, water and wastewater impact fee eligible capital improvement costs, and maximum allowable water and wastewater impact fees. An electronic PDF copy will be delivered to City staff for review. FNI will incorporate City staff comments.

#### **H8. Progress Meeting No. 9: Review Draft Water and Wastewater Impact Fee Report**

FNI will meet with City staff to review City staff's comments on the Draft Water and Wastewater Impact Fee Update Report.

#### **H9. Present Impact Fee Analysis Results to Capital Improvement Plan Advisory Committee (CIPAC)**

Following review by City Staff, FNI will conduct one presentation of results of the water and wastewater impact fee analysis results and recommendations to the Capital Improvement Plan Advisory Committee (CIPAC).

#### **H10. Public Hearing on Land Use Assumptions, CIPs, and Impact Fee Calculations**

FNI will assist the City in preparing the presentation material for the public hearing. FNI will attend one (1) Public Hearing on Impact Fees and be available to answer questions. Costs associated with Public Hearings Notices are not included in the FNI budget.

#### **H11. Finalize Water and Wastewater Impact Fee Update Report**

FNI will prepare a Final Water and Wastewater Impact Fee Study Report and deliver an electronic PDF copy to the City.

#### **Summary of Meetings**

- Project Kickoff Meeting
- Up to nine (9) coordination meetings with City staff with topics including:
  - Review Land Use Assumptions and Water Demand and Wastewater Flow Projections
  - Review Wastewater Flow Monitoring Data and I/I Analyses
  - Review Water Existing and Future System Analysis
  - Review Wastewater Model Update, Calibration, and System Analyses
  - Review Water and Wastewater System Capital Improvement Plans
  - Review Draft Water and Wastewater Master Plan Update Report
  - Review Impact Fee Land Use, Service Units, and Capital Improvements
  - Review Impact Fee Calculations
  - Review Draft Water and Wastewater Impact Fee Update Report

#### **Summary of Presentations**

- One (1) Presentation to the City Council on the Water and Wastewater Master Plan Update
- One (1) Impact Fee 101 presentation to CIPAC
- One (1) Presentation to the Capital Improvements Advisory Committee (CIPAC) on Land Use Assumptions, CIP, and Impact Fees
- One (1) Public Hearing on Land Use Assumptions, CIP, and Impact Fees

### **List of Deliverables**

- Draft Water and Wastewater Master Plan Update Report
- Final Water and Wastewater Master Plan Update Report
- Draft Water and Wastewater Impact Fee Update Report
- Final Water and Wastewater Impact Fee Update Report

### **Summary of Project Schedule**

FNI agrees to complete the services as follows:

- Draft Water and Wastewater Master Plan Report – 240 days after NTP
- Final Water and Wastewater Master Plan Report – 15 days after receiving City Comments
- Draft Water and Wastewater Impact Fee Report – 300 days after NTP
- Final Water and Wastewater Impact Fee Report – 15 days after receiving City Comments

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

### **Summary of Fee for Engineering Services**

FNI proposes to perform the basic services outlined in the above sections for a total **lump sum project fee of \$365,000**, as shown in **Table 2**.

**Table 2: Summary of Fee for Engineering Services**

Basic Services	
Description	Lump Sum Fee
Water and Wastewater Master Plan and Impact Fee Update	\$365,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ames &amp; Gough</b> <b>8300 Greensboro Drive</b> <b>Suite 980</b> <b>McLean, VA 22102</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (703) 827-2277</b>		<b>FAX (A/C, No): (703) 827-2279</b>
	<b>E-MAIL ADDRESS: admin@amesgough.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b>  <b>Freese and Nichols, Inc.</b> <b>801 Cherry Street, Suite 2800</b> <b>Fort Worth, TX 76102</b>	<b>INSURER A : Hartford Underwriters Insurance Company A+ (XV)</b>		<b>30104</b>
	<b>INSURER B : Twin City Fire Insurance Company A+ (XV)</b>		<b>29459</b>
	<b>INSURER C : Hartford Casualty Insurance Company A+ (XV)</b>		<b>29424</b>
	<b>INSURER D : Hartford Accident and Indemnity Company A+ (XV)</b>		<b>22357</b>
	<b>INSURER E : Continental Casualty Company (CNA) A, XV</b>		<b>20443</b>
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			42UUNOL5238	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 XHU OL 5747	10/23/2021	10/23/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	42WBOL6H3F	10/23/2021	10/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			AEH008214422	10/23/2021	10/23/2022	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: Water and Wastewater Master Plan and Impact Fee Update

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Tomball, TX</b> <b>501 James Street</b> <b>Tomball, TX 77375</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 